

EXHIBIT C

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "Amendment"), dated as of March 15th, 2011, is between U.S. 41 & I-285 COMPANY, a New York general partnership (the "Landlord"), and BED BATH & BEYOND INC., a New York corporation (the "Tenant").

RECITALS

A. Landlord and Tenant entered into a Lease Agreement, dated as of October 3, 2005, as amended by a first Amendment to Lease Agreement, dated and effective May ___, 2007 (collectively and as amended, the "Lease"), for the Premises located in Akers Mill Square shopping Center in Cobb County, Georgia, and as further described in the Lease.

B. Terms capitalized but not defined herein shall be given the respective meanings ascribed to them in the Lease.

AGREEMENT

In consideration of the promises and covenants herein, Landlord and Tenant agree as follows:

1. **Recitals.** The Recitals are incorporated by reference.

2. **Section 5.2.4 Parking Area.** Section 5.2.4 of the Lease is hereby deleted and replaced in its entirety with the following:

"5.2.4 Parking Area. During the Term, Landlord shall maintain in the Shopping Center, at a minimum ten (10) ground level parking spaces for every one thousand (1000) square feet of Floor Area used as a Sit Down Restaurant and four (4) ground level parking spaces for every one thousand (1000) square feet of Floor Area of all other permitted uses, with each such space being in conformance with Legal Requirements. Parking spaces shall at all times be clearly marked by painting, striping or otherwise. Except for any rights granted to other tenants or occupants of the Shopping Center existing as of the Effective Date and any rights granted in the COREA, Landlord shall not hereafter designate specific parking spaces for use by other tenants or occupants of the Shopping Center, nor shall Landlord permit any person or entity to use the parking areas other than Tenant, the other tenants and occupants of the Shopping Center, and their respective employees, agents, subtenants, concessionaires, licensees, customers, and invitees. There shall be no charge whatsoever levied for the use of any parking areas within the Shopping Center. Subject to the rights of Existing Tenants, Landlord shall not permit overnight parking in the Shopping Center. "**Sit Down Restaurant**" as used herein shall mean a full-service sit down restaurant with full wait and table service in excess of 4,000 square feet of Floor Area."

3. **Exhibit M, Prohibited Uses, Section (38).** Section (38) of **Exhibit M** to the Lease, Prohibited Uses, is hereby deleted and replaced in its entirety with the following:

“(38) Restaurant serving meals for on- or off-premises consumption, except that restaurants shall be permitted anywhere in the Shopping Center so long as they are located at least one hundred feet (100’) away from the Premises (as measured from the exterior walls of the Premises), and provided that Sit Down Restaurants are prohibited in Building B. During the Term, Landlord shall maintain upon Outparcel VI, Outparcel V, Outparcel VII and Outparcel IV, at least ten (10) ground level parking spaces for every one thousand (1000) square feet of Floor Area used as a Sit Down Restaurant on such outparcels, and four (4) ground level parking spaces for every one thousand (1000) square feet of Floor Area for any other permitted use on such outparcels. Landlord shall not lease any space in Building B nor shall Landlord lease Outparcel IV, Outparcel V, Outparcel VI or Outparcel VII to a Sports Bar. “**Sit Down Restaurant**” as used herein shall mean a full-service sit down restaurant with full wait and table service in excess of 4,000 square feet of Floor Area.” A “**Sports Bar**” as used herein shall mean a restaurant or bar with a sports theme or Sports Bar concept. The foregoing shall not apply to any Existing Tenants under Existing Leases. If an Existing Tenant under an Existing Lease is a restaurant use that violates the foregoing restriction, and such Existing Lease expires or is terminated, Landlord may replace such tenant with another restaurant user and Landlord will not be deemed in violation of the restrictions herein.

4. **Miscellaneous.**

- (a) Except as modified herein, all of the terms, provisions, and conditions of the Lease remain unchanged, valid, and in full force and effect and the parties hereby affirm and ratify the Lease as amended hereby.
- (b) This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, and shall bind and inure to the benefit of the successors and assigns of Landlord and successors and assigns of Tenant.
- (c) In the event of a conflict or ambiguity between the terms of this Amendment and the terms of the Lease, the terms and provisions of this Amendment shall control.
- (d) Landlord and Tenant represent and warrant to each other that, as of the date hereof, no third-party consents or approvals are required for this Second Amendment to be valid and in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date hereinabove first written.

Witnessed by:

Allan Rivas

Karen Gold

LANDLORD:

U.S. 41 & 1-285 COMPANY

By: Morton L. Aishan
Name: Morton L. Aishan
Title: managing partner

TENANT:

BED BATH & BEYOND INC.,
a New York corporation

By: Warren Eisenberg
Warren Eisenberg
Co-Chairman

Jack S

WB